

123. Service Management Systems. Ameritech Michigan will provide access to its Service Management Systems ("SMS") as they are defined in the Rules. 47 C.F.R. § 51.319(e)(3)(A). See, e.g., AT&T Agreement, Schedule 9.5 (6.3). Thus, requesting carriers are given information necessary to enter correctly, or format for entry, information for input into SMS. 47 C.F.R. § 51.319(e)(3)(B). See, e.g., AT&T Agreement, Sch. 9.2.5 (2.5, 3.1, 3.2). In addition, Ameritech Michigan provides requesting carriers access to design, create, test, and display AIN-based services at the SMS, through a Service-Creation Environment ("SCE"), equivalent to the access it provides itself. 47 C.F.R. § 51.319(e)(3)(C). See, e.g., AT&T Agreement, Schs. 9.2.5(2.5, 3.1, 3.2), 9.5(6.3).
124. The access provided to SMS complies with §222 of the Act. 47 C.F.R. 51.319(e)(3)(E). See, e.g., AT&T Agreement, Sch. 9.5(6.3).
125. Ameritech Michigan's offering enables requesting telecommunications carriers to develop and provide AIN services to those carriers' customers served either by Ameritech Michigan's end offices or by the requesting carrier's offices. See, e.g., AT&T Agreement, Sch. 9.2.5(2.5).

126. AIN service design, creation and testing capabilities are available through Ameritech Michigan's offering of access to its SCE. See, e.g., AT&T Agreement, Schs. 9.2.5(2.5), 9.5(6.3). Field testing and deployment of AIN services are available through Ameritech Michigan's offering of access to its SMS. Id., Schs. 9.2.5(3.4.3), 9.5(6.3). Requesting telecommunications carriers may obtain, for both the SMS and SCE offerings, meets the equal-in-quality requirement. In addition to these database access services, Ameritech Michigan will respond to requests for additional arrangements for access to call-related databases and associated signaling facilities through the BFR Process.

127. In summary, as required by 47 C.F.R. § 51.319(e), Ameritech Michigan offers unbundled access to signaling networks; call-related databases used in signaling networks for billing and collection or the transmission, routing or other provision of telecommunications service; and other call-related databases, including AIN databases, all through access at an STP linked to the database. These databases are accessed through Ameritech Michigan's STPs by a requesting telecommunications carrier that has purchased Ameritech Michigan's local switching capacity in the same manner and via the same signaling links as used by Ameritech Michigan itself.

XI. CHECKLIST ITEM (xi): NUMBER PORTABILITY

128. Checklist Item (xi) requires that "[u]ntil the date by which the Commission issues regulations pursuant to section 251 to

require number portability," Ameritech Michigan and other BOCs must provide "interim telecommunications number portability through remote call forwarding, direct inward dialing trunks, or other comparable arrangements, with as little impairment of functioning, quality, reliability, and convenience as possible." 47 U.S.C. § 271(c)(2)(B)(xi). Ameritech Michigan also must fully comply with regulations issued by the FCC under Section 251. Id. Ameritech Michigan meets this requirement and will continue to meet it as required by the Rules issued by the FCC.

129. Ameritech Michigan offers interim number portability to requesting telecommunications carriers through remote call forwarding ("RCF") or Direct Inward Dialing ("DID") in full compliance with the FCC's Rules. See, e.g., Brooks Fiber Agreement, §§ 13.2, 13.3; MFS Agreement, §§ 13.2, 13.3; AT&T Agreement, §§ 13.3, 13.4.

130. Interim number portability is being provided as a transitional service until long-term database number portability is deployed in a LATA. As a result, it is important that any interim method of number portability be (1) technically feasible now, (2) available now based upon current facilities, (3) not result in significant additional costs, and (4) port numbers with a minimum loss of functionality. As the FCC found in its Telephone Number Portability First Order, CC No. 95-116 ("Portability Order"),

RCF or DID meet these criteria, and either one may be deployed to satisfy an incumbent LEC's duty to offer interim number portability.

131. RCF is a capability in switches that forwards calls made to a remote telephone number (or "ported" number) to a 7/10 digit local telephone number assigned to another LEC. Furthermore, additional call paths are available under RCF to accommodate the provision of simultaneous call completion for features such as call waiting, call forwarding, and voice mail by a requesting telecommunications carrier to its end-user customers.

132. DID is provided through direct inward dial (DID) trunks which port calls to a number where the service has been transferred and is being provided by another carrier. The call is ported to that carrier's switching equipment for identification, subsequent routing and completion. Because of the present signaling nature of DID service, it requires direct, dedicated transport facilities from the Ameritech Michigan switch, where the ported number resides, to the requesting telecommunications carrier's switch. In order to make the necessary transport facilities available on the most flexible and economic basis, Ameritech Michigan has enhanced its existing DID service to permit requesting telecommunications carriers to self-provision the transport via collocation

arrangements and has offered a more economical DS1 transport service option as well.

133. Ameritech has also agreed to provide interim number portability through NXX Migration. See, e.g., AT&T Agreement, § 13.5.

134. As required by the FCC, Ameritech Michigan will recover the costs of providing interim number portability in a competitively neutral manner established by the Commission. In the meantime, before the Commission establishes a competitively neutral mechanism, Ameritech Michigan has filed tariffs and entered into agreements to defer collection of charges from all requesting telecommunications carriers for the incremental costs of interim number portability, and has requested expedited proceedings before the Commission to determine a method of interim cost recovery. Ameritech Michigan also proposes that all incumbent and new LECs keep track of their costs of providing number portability. When the MPSC approves interim recovery measures, Ameritech Michigan will comply with those measures and achieve cost recovery on a retroactive basis.

135. Ameritech Michigan is currently furnishing Brooks Fiber with interim number portability for their customers.

XII. CHECKLIST ITEM (xii): LOCAL DIALING PARITY

136. Checklist item (xii) requires that Ameritech Michigan provide "[n]ondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of Section 251(b)(3)." 47 U.S.C. § 271(c)(2)(B)(xii). Ameritech Michigan meets this Checklist requirement. Section 251(b)(3), in turn, imposes on all LECs the duty to permit all other providers of telephone exchange service and telephone toll service with "nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listing, with no unreasonable dialing delays." Ameritech Michigan meets each of these requirements.
137. Ameritech Michigan provides local dialing parity as required by Section 251(b)(3) of the Act and the Commission's Rules. The Commission has found that dialing parity, in the context of 251(b)(3), includes both local dialing parity and toll dialing parity. However, the checklist imposes a duty on BOCs only with regard to local dialing parity. I understand that intraLATA toll parity was addressed in a separate filing with the Commission.
138. The FCC's Rules (§ 51.207) specify that local dialing parity means that telephone exchange service customers with a local calling area may dial the same number of digits to make a local telephone call notwithstanding the identity of the

customer's or called party's provider. Ameritech Michigan's end office integration arrangements fully meet this requirement. As recognized by the FCC in its Second Report and Order, FCC 96-333, (§ 71), local dialing parity is also achieved through the implementation of the interconnection, number portability, and nondiscriminatory access to telephone number requirements of Section 251 of the Act. As described in earlier sections, Ameritech Michigan fulfills each of these requirements of the Act and the Commission's Rules.

139. Under Ameritech Michigan's end office integration arrangements, competing providers of basic local exchange service have the ability to route automatically, without the use of any access codes or other additional digits, their local telecommunications calls to Ameritech Michigan local exchange customers, and Ameritech Michigan has the corresponding capability regarding its customers. Ameritech Michigan has developed, tested, installed, tariffed, and provided these end office integration arrangements that enable end-user customers of competing carriers to call end-user customers of Ameritech Michigan and vice versa, without dialing extra digits or access codes. These interconnection arrangements provide local dialing parity and are available to all requesting telecommunications carriers on a nondiscriminatory basis.

140. Compliance with the local dialing parity requirements can best be assessed from the perspective of a customer of a competing provider of local exchange service. As a result of the integration arrangements between Ameritech Michigan and (for example) Brooks Fiber, a customer who has subscribed to local exchange service from Brooks Fiber in Grand Rapids can make a local call to a local customer of Ameritech Michigan within the same local calling area without dialing any extra digits (as compared to a call made between two similarly located Ameritech Michigan users) or access codes. In other words, as a result of the services and information provided by Ameritech Michigan and, correspondingly, the services and information provided by Brooks Fiber, the same seven-digit dialing pattern for local calls applies between customers of competing providers in the same manner as it applies between customers of the same provider.

141. Regarding the specific requirements of §251(b)(3), Ameritech Michigan's provision of nondiscriminatory access to telephone numbers is described above in Section IX, while access to operator services and directory assistance is described above in Section VII. B. Nondiscriminatory access to directory listings entails making Ameritech Michigan directory listing data available to other local exchange carriers via magnetic tape or an electronic format. Ameritech Michigan provides this access.

142. Although Ameritech Michigan has no control over, or involvement in, the nature of the connection between an end user customer and the dial tone provided to that customer by its local exchange company, once a call from a competing provider's network reaches Ameritech Michigan's network, there is no unreasonable dialing delay in completing the call vis a vis a comparable call completed within Ameritech Michigan's network. Thus, when a Brooks Fiber local exchange customer makes a local call to an Ameritech Michigan customer, to the extent that call is handled on the Ameritech Michigan network, there is no unreasonable dialing delay as compared to a comparable call between two customers who are both on Ameritech Michigan's network. Simply stated, the call originating from a competitor's network is treated the same as a call originating from within Ameritech Michigan's network because the network does not distinguish between such calls.

143. Ameritech Michigan's offering with respect to dialing parity is outlined in the AT&T Agreement (Art. XIV), the Brooks Fiber Agreement (§ 14.0), and the TCG Agreement (§ 14.0).

144. Ameritech Michigan is currently furnishing the information necessary to implement local dialing parity to all requesting carriers, including Brooks Fiber, TCG, MCI Metro, and MFS.

XIII. CHECKLIST ITEM (xiii): RECIPROCAL COMPENSATION

145. Reciprocal compensation is a billing arrangement through which two carriers recover their costs incurred in transporting and terminating local calls that originate on the other's network. The Act and Rules require incumbent LECs and interconnecting telecommunications carriers to establish arrangements for reciprocal compensation. 47 U.S.C. §§ 251(b)(5), 252(d)(2); 47 C.F.R. § 51.703. Ameritech Michigan's reciprocal compensation terms comply with Section 252(d)(2) and the FCC's Rules, and thereby satisfy the Checklist. 47 U.S.C. § 271(c)(2)(B)(xiii).

146. In accordance with Section 51.705 of the Rules, Ameritech Michigan provides separate cost-based reciprocal compensation rates for both tandem office-based and end office-based transport and termination of local traffic originating on the other carrier's network. 47 C.F.R. § 51.705. See, e.g., AT&T Agreement, § 4.7.

147. Ameritech Michigan is currently furnishing reciprocal compensation to Brooks Fiber.

XIV. CHECKLIST ITEM (xiv): RESALE

148. The Checklist requires each BOC to demonstrate that its telecommunications services offered at retail are "available for resale in accordance with the requirements of sections 251(c)(4) and 252(d)(3)." 47 U.S.C. § 271(c)(2)(B)(xiv).

Section 251(c)(4), in turn, requires incumbent LECs to "offer for resale at wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers" and not to prohibit or impose unreasonable or discriminatory conditions on resale of such services. Ameritech Michigan's agreements fully satisfy these requirements by making available to resellers the "Wholesale Resale Services" described in the AT&T Agreement (Art. X). These services include all retail telecommunications services offered by Ameritech Michigan that are subject to the resale obligation under the Commission's Rules. Further, each of the limitations on resale included in the agreements or tariffs (e.g., that for grandfathered services) is authorized by the Act and Rules.

149. Resale is a service arrangement where one carrier or provider purchases services from another carrier for use in providing service to its retail customers. Today, all of Ameritech Michigan's local and usage services necessary to provide competitive local exchange service on a non-facility basis are available to competing providers for resale.

150. Resale permits a competitor of a LEC to provide competitive telecommunications services without the need of constructing its own facilities. Resellers also have the option of combining services they provide through their own facilities with ones they obtain from other carriers. Resellers can

thereby conserve their capital and install facilities when and where they can be economically justified.

151. Ameritech Michigan offers for resale all telecommunications services that Ameritech Michigan offers at retail to customers who are not telecommunications carriers. Ameritech Michigan's resale rates are based on retail rates less avoided costs.

152. As required, grandfathered and sunsetted services are offered for resale at a wholesale rate for the purpose of providing service to those end users that qualify to purchase the grandfathered service directly from Ameritech Michigan and continued to purchase the grandfathered service from the reseller under the same terms and conditions that would apply if the end user purchased such services directly from Ameritech Michigan. Wholesale rates for grandfathered and sunsetted services will be determined upon receipt of a resale order for such services. See, e.g., AT&T Agreement, §§ 10.3.1, 10.3.2. This complies with Paragraph 968 of the Order and 47 C.F.R. § 51.615.

153. Consistent with the Act and the FCC's Rules, resellers may not offer for resale services that are made available only to residential customers or to a limited class of residential customers to classes of customers that not eligible to subscribe to such services from Ameritech Michigan. See,

e.g., AT&T Agreement, § 10.5.1. This complies with Paragraph 962 of the Order and 47 C.F.R. § 51.613(a)(1).

154. Ameritech Michigan will not resell retail promotional offerings at or below the promotional rate if such rate is in effect for no more than 90 days and is not made available in a sequential series of 90-day promotions. See, e.g., AT&T Agreement, § 10.5.2. This complies with Paragraph 950 of the Order and 47 C.F.R. § 51.613(a)(2).

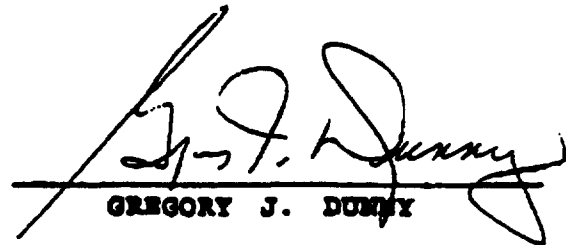
155. Resale may not be used to avoid appropriate access charges. See, e.g., AT&T Agreement, § 10.5.4. This complies with Paragraph 980 of the Order.

156. Resellers may not purchase resale services unless those services are resold to a person other than the reseller, its subsidiaries, or affiliates. This complies with Paragraph 875 of the Order.

CONCLUSION

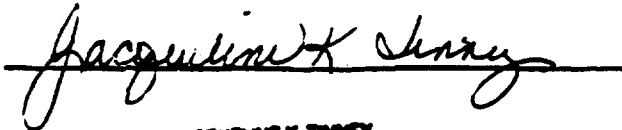
157. As explained herein, Ameritech Michigan's product and service offerings in its approved Brooks Fiber, TCG, and AT&T Agreements satisfy each element of the Act's Competitive Checklist. Further, Ameritech Michigan is either actually furnishing or otherwise providing (by making it immediately available on terms and conditions that satisfy the Act and Rules) every Checklist item and fully complies with the FCC's

Rules implementing these requirements. In addition, Ameritech Michigan has also made every Checklist item available to all requesting carriers under the same approved terms and conditions. In short, Ameritech Michigan has done everything it is required do to open the local exchange marketplace in Michigan to competition. Having done so, and having taken steps to ensure that the local marketplace will remain open, Ameritech Michigan is now qualified to begin providing in-region interLATA service in Michigan, as Congress contemplated and as § 271 allows. This concludes my affidavit.



GREGORY J. DUNNY

Subscribed and sworn to before me
this 16th day of December, 1996.



JACQUELINE K. TINNEY
Notary Public, Wayne County MI
My Commission Expires July 17 1998

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own
motion, to consider Ameritech Michigan's
compliance with the competitive checklist
in Section 271 of the Telecommunications
Act of 1996.

Case No. U-11104

**AFFIDAVIT OF JOHN B. MAYER
ON BEHALF OF AMERITECH MICHIGAN**

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

I, John B. Mayer, being first duly sworn upon oath, do hereby depose and state as follows:

1. My name is John B. Mayer. My business address is 2000 W. Ameritech Center Drive, Room 4C56, Hoffman Estates, IL 60196. I am employed by Ameritech and serve as the Director of Operational Competitive Readiness in the Network Services organization for the entire Ameritech region (Illinois, Indiana, Michigan, Ohio and Wisconsin). I have served in this capacity since March 1, 1996. I am responsible for managing the development of the operational processes and systems that support the products and services of Ameritech's local exchange company ("LEC") subsidiaries, including interconnection, unbundled network elements and resale.

PROFESSIONAL EXPERIENCE

2. I began my telecommunications career in June 1966, when I joined the Network Maintenance organization of Illinois Bell Telephone Company ("Illinois Bell"). My responsibilities at that time included developing methods and procedures for the provisioning and maintenance of inside wire in large office buildings.

3. In November 1966, I entered the United States Army and was assigned as a Research Assistant in Thermodynamic Physics at the Nuclear Defense Laboratory at Edgewood Arsenal, Maryland.

4. I returned to Illinois Bell in December 1968, as a central office engineer. My responsibilities in that position included planning, ordering and monitoring the installation and removal of central office equipment. In 1970, I joined Illinois Bell's Chicago Planning Division, where I developed business cases relating to tandem office wire centers, materials management, and operator services systems and facilities. In 1976, I moved to the Corporate Planning Department, where my duties included prioritization of network related capital projects.

5. In July 1976, I accepted a position in the Construction Planning Department at AT&T in Basking Ridge, New Jersey. In that position, I was primarily responsible for developing the business case, including the underlying economics, associated with the accelerated replacement of electromechanical switching systems.

6. I returned to Illinois Bell in 1979, where I joined the Headquarters Staff organization and served as the subject matter expert on business cases using AT&T's CUCRIT analysis tool. In 1980, I accepted a position in the Business Installation and Maintenance (I&M) Department, where I was responsible for the installation and maintenance of customer premises station equipment.

7. In 1981, I served on loan to AT&T's Product Management organization and was responsible for analyzing the profitability of customer premises equipment offerings in the Central Region. In May 1982, I returned to Illinois Bell's Network Operations, where I established and subsequently managed the first Special Services Center in Illinois.

8. In 1985, I accepted a position with Ameritech and served as an Executive Assistant to the Chairman of the Board. In this position, I also served as the first Executive Director of the Commercial Club of Chicago's Information Industry Council, which was formed to stimulate job growth in the Chicago Area. In addition, I served as a member of the Board of the Midwest Technology Development Institute, whose charter had a similar purpose.

9. In 1986, I rejoined Illinois Bell in its Support Services organization, where I was responsible for Automotive Operations, Administrative Services, Internal Mail Operations, and Real Estate Design and Construction. In 1987, I transferred to the Distribution Services Department and managed all field installation and maintenance operations for the North Suburban Area of Chicago. I later became General Manager-Customer Services in the North Suburban Area. In this position, I was responsible for all Outside Plant Engineering, Construction, Installation, Maintenance, and Switching operations. In 1993, I joined the Operations Department and managed all field installation and maintenance operations in Chicago and South Suburban areas. Since March 1, 1996, I have served in my current assignment as Director of Operational Competitive Readiness.

EDUCATIONAL BACKGROUND

10. I received my Bachelor of Science degree in Physics and my Masters of Business Administration degree from Loyola University of Chicago in 1966 and 1971, respectively.

PURPOSE OF AFFIDAVIT

11. The purpose of my affidavit is to describe how, from an operational perspective, Ameritech Michigan ("Ameritech") has satisfied the competitive checklist ("Checklist") set forth in Section 271(c)(2)(B) of the Telecommunications Act of 1996 ("Act") by providing and making generally available every element, product and service described in the Checklist in the manner required. I will explain how Ameritech is providing each of the checklist items to requesting carriers through Ameritech's approved interconnection agreements with Brooks Fiber Communications of Michigan, Inc. ("Brooks Fiber"); TCG Detroit ("TCG" or "Teleport"); and AT&T Communications of Michigan, Inc. ("AT&T"). The Brooks Fiber Agreement was negotiated by the parties and approved by this Commission, while the AT&T and TCG Agreements were arbitrated by the Commission before being approved. I will describe Ameritech's procedures for, and the operational aspects of, providing each of the fourteen checklist items in a non-discriminatory manner, including interconnection, unbundled network elements,

operational support system functions; access to poles, ducts, conduits, and rights-of-way; interim number portability; number administration; white pages listing; dialing parity and resale.

12. As part of my discussion, I will explain how Ameritech is providing its contract offerings in accordance with §§ 251 and 252 of the Act, the FCC's Rules implementing those sections ("Rules"), the FCC's First Report and Order (FCC 96-325 (Aug. 8, 1996) ("Order")), and the FCC's Second Report and Order (FCC 96-333 (Aug. 8, 1996) ("Second Report and Order")).

13. As my affidavit will show, along with the affidavits of Messrs. Mickens and Dunny, Ameritech is currently providing all Checklist items to Brooks Fiber, AT&T, and TCG. Specifically, Ameritech is actually furnishing several of these items to both Brooks Fiber and TCG, and the balance are currently available to Brooks Fiber and TCG upon request under the carriers' agreements on terms and conditions that satisfy the Checklist. Both the Brooks Fiber and TCG Agreements contain Most Favored Nation ("MFN") clauses that, in accordance with § 252(i) of the Act, entitle them to obtain interconnection, network elements and resale services "upon the same rates, terms, and conditions as those provided" in other Ameritech interconnection agreements approved by the Commission. Brooks Fiber Agreement, § 28.15; TCG Agreement, § 29.13. Thus, both Brooks Fiber and TCG may at any time obtain any checklist item on the basis of the rates, terms and conditions included in the Commission-approved AT&T Agreement. Accordingly, the Brooks Fiber and TCG Agreements may be read as incorporating any and all more inclusive or more favorable provisions contained in the AT&T Agreement.

I. CHECKLIST ITEM (I): INTERCONNECTION

14. First, I would like to describe how End Office Integration ("EOI") is established from an operations perspective. The ordering procedures for EOI are comparable to those used for exchange access services. Ameritech uses the standard industry Access Service Request ("ASR") format and standard order flows and provides for optional electronic or FAX order delivery. EOI is obtained by ordering a one-way, trunk-side connection between the requesting carrier and the

Ameritech end office/tandem. Requesting carriers may also request two-way trunks for the local and intraLATA trunk groups. Requesting carriers may order separate trunks for local traffic and intraLATA toll traffic or they may combine these types of traffic on a single trunk group. InterLATA Exchange Access traffic is routed over a separate two-way trunk group.

15. The requesting carrier submits an ASR to the Ameritech Information Industry Services ("AIIS") service center via either standard ASR electronic interface or via facsimile.

16. The AIIS service representative ("SR") then reviews the ASR for completeness, obtains any additional information from the carrier and electronically transmits the ASR to the Ameritech Circuit Administration Center ("CAC"). CAC assigns the required circuit and code information and updates various Operational Support Systems screens. A Firm Order Commitment is sent by the SR to the carrier so that the carrier can complete its own provisioning functions.

17. Two provisioning actions are instituted upon electronic receipt of the ASR by AIIS. The first action establishes the transport upon which the message trunks will ride. The Ameritech Interoffice Facilities Circuit Provisioning Center ("IFCPC") will design the transport route(s) for the SONET interconnection, if utilized, and the DS-3 and DS-1 carrier systems required to implement the capabilities ordered on the ASR. The IFCPC also will identify specific central office equipment and interoffice facility arrangements as required. As the interconnection orders generated from the ASR are processed, these designs will be used to automatically assign equipment to the orders on a non-discriminatory basis. The High Capacity ("HiCAP") Center also electronically receives orders after the required equipment has been assigned to ensure the transport facilities and carrier systems are properly installed, tested and accepted by the requesting carrier.

18. Second, in parallel with the work to establish the transport, the Ameritech CAC and Circuit Provisioning Center ("CPC") prepare the orders necessary to establish the trunks which will utilize the transport. These orders are forwarded electronically in a non-discriminatory manner to the Ameritech Centralized Translations Group/Trunk Provisioning Center ("CTG/TPC") and to the field work centers.

19. When the transport has been established, tested and accepted, the CTG/TPC and the field forces will establish and test the trunks and obtain acceptance from the carrier before utilizing the trunks for live customer service.

20. It should be noted that with one-way trunks, Ameritech will issue ASRs to the interconnecting carrier for terminating Ameritech's customer traffic to that carrier. This completes the integration of the carrier's network with Ameritech.

21. On an ongoing basis, Ameritech will monitor traffic flows and blocking rates and recommend, where appropriate, that additional facilities be activated so that Ameritech and the carrier maintain a proper level of service to their respective customers. In making those recommendations, Ameritech will use the same criteria it uses in judging the adequacy of facilities within its own network.

22. Installation intervals for end office integration trunks are as follows:

<u>Volume</u>	<u>Interval</u>
1 - 48 end office trunks	1 - 14 business days
49 - 96 end office trucks	15 business days
more than 96 trunks	negotiated
new trunk group to tandem or end office	negotiated

These intervals reflect Ameritech's actual experience in provisioning network trunking arrangements and are comparable to those established for similar access service requests. These intervals were approved by the Commission in the AT&T/Ameritech arbitration and are incorporated in the AT&T Agreement . (Schedule 3.8)

23. The regional Network Element Control Center ("NECC") provides the single point of contact to the requesting carrier for maintenance requests.

24. The NECC maintenance procedures outline the steps necessary to isolate and resolve trouble reports for transport via the Ameritech HiCap Center, which is the Ameritech administrative center that handles high capacity customer circuits. The trunk-specific reported trouble is resolved via the Ameritech Switching Technology Center that handles switch related trouble reports.

25. Where necessary, Ameritech will dispatch personnel to perform additional testing on central office equipment or at the network interface to the requesting carrier. The Work and Force Administration ("WFA") System queues the HiCAP and/or Switching Technology Center to dispatch service technicians to resolve the service problem. Because the queue is computer generated, service technicians will be dispatched on a "first come, first served" basis and, therefore, will resolve trouble reports on a nondiscriminatory basis. Ameritech will promptly advise the carrier if the trouble appears to be in the carrier's facilities or equipment, and when problems are resolved.

26. Ameritech has implemented these procedures and, in fact, already has installed over 9,000 EOI trunks in Michigan which, in 1996, carried nearly 320,000,000 local minutes of traffic between the networks of Ameritech and competing local exchange carriers (CLECs).

27. The Carrier Access Billing System ("CABS") is used to render the reciprocal compensation bill invoices to any carrier that has an EOI arrangement. When EOI service is ordered, the service order processor generates a service order to establish a CABS account. CABS issues monthly bills for both reciprocal compensation usage and switched access usage. At each billing period, CABS summarizes all applicable usage based charges for each account that is established.

28. It is not necessary to establish different billing accounts for local and intraLATA Toll Usage. The carrier, at its discretion, can have only one account established in CABS and get only one bill. The reciprocal compensation rate and switched access rates will be separately identified on the bill.

29. A mechanized means is used to distinguish local and intraLATA toll calls. A look up on the originating and terminating number is performed to make this distinction and to rate the minutes of use appropriately.

II. CHECKLIST ITEM (xii): LOCAL DIALING PARITY

30. The AT&T Agreement addresses local dialing parity required by Section 251(b)(3) and the Checklist. (AT&T Agreement, Art. XIV)

31. Although it is not separately offered as an independent product or service, local dialing parity is an integral part of the EOI interconnection arrangements established between Ameritech and competing local exchange providers and available to all new local exchange providers on a nondiscriminatory basis. EOI interconnection arrangements and the resultant local dialing parity are offered by Ameritech via its interconnection agreements or its authorized tariffs filed with the Commission. The obligation to provide local dialing parity is reciprocal, i.e., under Section 251(b)(3) all local exchange carriers, including both incumbent LECs and new entrants, have the obligation to provide local dialing parity. This symmetry is essential so that customers do not experience unnecessary changes to their dialing patterns. Each competing local exchange provider is responsible for programming translations into its network to enable its end user customers to dial the end user customers of other local exchange providers without dialing an access code. As a result of the local dialing parity capabilities which are part of the EOI interconnection arrangements between Ameritech and other carriers, end user customers are able to select a local exchange provider of their choice and within a defined local calling area, and dial the same number of digits to make a local call with no unreasonable dialing delay and without the necessity of access codes or additional digits to identify the called party's local exchange service provider.

32. Competing telecommunication carrier's subscribers' originating calls which are routed to an Ameritech central office are processed in accordance with requirements for local switching set forth in Bellcore LSSGR TR-TSY-000511 and incur no unreasonable dialing delay.

33. Dialed digits transmitted or received by Ameritech's switching network utilize the same internal translations and routing tables when completing a call without regard to the destination or origination of the call. Call completion for calls originating on the other carrier's network is provided with the same speed of connection and completion as provided for calls between two Ameritech customers connected to the switched telephone network at similar levels. For example,

a call received from another carrier will be connected to the called subscriber at the terminating office in the same manner as if the call was originated by an Ameritech end user customer. The same is true of calls originating on Ameritech's network and destined for a local exchange customer connected to the network of a competing local exchange carrier.

34. Local switching systems of both Ameritech and the other carriers have the same hierarchical position in the public switched telephone network. This results in identical dialing patterns for all local service carriers.

35. Section 251(b)(3) of the Act permits all competing providers to have nondiscriminatory access, with no unreasonable dialing delays, to operator services and directory assistance, the two dialable services referred to in Section 251(b)(3). Ameritech makes its directory assistance and operator services available to competing providers of local exchange service if those providers choose to use Ameritech's operator services or directory assistance services rather than provide their own or contract with another source. When a facilities-based provider contracts with Ameritech to use Ameritech's directory assistance or operator services, that competing provider is able to offer directory assistance and operator services to its end users with no unreasonable dialing delays, at least to the extent that the call is handled within Ameritech's network, and the competing carrier is capable of programming its switch to route traffic to Ameritech's service using the same codes (e.g., 0, 00, 411, or 555-XXXX) used by Ameritech. In the situation involving a competing provider that is offering local exchange service to its end users via the resale of Ameritech's local exchange service, that competing provider's end user customers are able to access directory assistance and operator services in exactly the same manner as all of Ameritech's local exchange end user customers with no unreasonable dialing delays using the same access codes as any retail customer.

36. Ameritech has substantial experience providing local dialing parity. In July 1996, for example, Ameritech's network placed thousands of inter-network calls with full local dialing parity.

III. CHECKLIST ITEMS (ii),(iv),(v),(vi) and (x): UNBUNDLED NETWORK ELEMENTS

37. As described in Article IX of the AT&T Agreement, Ameritech provides all core network elements identified by the FCC's Order and Rules: (1) local loop transmission; (2) access to Network Interface Devices ("NIDs"); (3) local switching and tandem switching; (4) interoffice transmission facilities; (5) call-related databases and signaling systems; (6) operations support system functions; and (7) operator services and directory assistance. Ameritech already furnishes several of these network elements to Brooks Fiber, TCG, MCI Metro, and MFS. These products are described by Mr. Dunny.

38. AIS has established a regional NECC in Milwaukee, Wisconsin, as the single point of contact for carriers. The NECC provides prompt and accurate coordination of network element provisioning, maintenance and repair operations. The NECC's normal hours of operation are 6:30 a.m. - 12:00 p.m. c.t., Monday through Friday. A different center handles inquiries and trouble reports outside the NECC's normal hours.

39. Technical parity means that Ameritech, to the extent feasible, uses the same network elements to provide unbundled network elements as when it provides bundled local exchange service. For example, the same local loop facilities are generally used whether the loop is provided to a requesting carrier as an unbundled local loop or as part of an Ameritech local service. The facility assignment systems do not discriminate between bundled and unbundled service requests in selecting facilities. In fact, the same local loops are usually used when end users change their dial tone provider from Ameritech to another carrier utilizing the unbundled loop provided by Ameritech. The assignment procedures are designed to re-use facilities from the "bundled" service wherever possible.

40. To state this another way, facilities are inventoried in various assignment systems based on their characteristics and features. If facilities are available that meet the requested service, those facilities are assigned without regard to whether the service is bundled or unbundled.

41. This technical parity applies to all service requests, regardless of whether it involves bundled service or unbundled network elements, and also without regard to whether the customer is an Ameritech end user, a carrier requesting a network element from Ameritech, or an Ameritech affiliate.

42. There are some operational differences between unbundled network elements and bundled services that Ameritech provides directly to end users or its affiliates. Unbundled network elements are not provided directly to end users. Operationally, an unbundled network element cannot be directly compared to bundled services Ameritech provides to end users. For example, Ameritech's bundled local exchange service connects a loop with central office equipment to provide dial tone, access to the switched network, and features, as well as the ability to originate and receive calls. Operationally, an unbundled network element provides only the functions of that element. Thus, the operational characteristics of the unbundled loop network element and bundled local exchange service are not the same.

43. However, the operational characteristics of unbundled loops and the operational characteristics of the local loops used to provide exchange services are the same, depending on the type of loop requested. For example, the voice-grade, 2-wire, analog loop that is provided on an unbundled basis would be operationally identical to the 2-wire voice grade loop facility that Ameritech uses to provide its own bundled local exchange service. Similarly, the 2-wire ISDN basic rate loop that Ameritech provides on an unbundled basis would be operationally identical to the loop facility that Ameritech uses to provide its own bundled ISDN service.

44. Through Ameritech's electronic bonding process, repair intervals are automatically quoted. The interval quoted is based on the same nondiscriminatory criteria that Ameritech's maintenance administrators quote to Ameritech end users who place calls into Ameritech's repair answering center. The electronic systems which assign, track and process the trouble reports do not treat unbundled elements different than bundled services.

45. In addition to the performance measures in the AT&T Agreement (see, e.g., AT&T Agreement, Schedule 9.5, 9.10), other telecommunications carriers' Operations Support Systems